

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA)	
)	CR. NO. 05-CR-10174-RWZ
)	
V.)	
)	
)	
MOHAMED JABAK)	
)	

SENTENCING MEMORANDUM ON BEHALF OF MOHAMED JABAK

Through counsel, Mohamed Jabak (“Jabak”) files the following Sentencing Memorandum setting forth all factors that the Court should consider in determining what type and length of sentence is sufficient, but not greater than necessary, to comply with the statutory directives set forth in 18 U.S.C. § 3553(a).

Sentencing under *Booker*

On January 12, 2005, the Supreme Court ruled that its Sixth Amendment holding in Blakely v. Washington, 124 S. Ct. 2531 (2004) and Apprendi v. New Jersey, 530 U.S. 466 (2000) applies to the Federal Sentencing Guidelines. United States v. Booker, 125 S. Ct. 738, 756 (2005). Given the mandatory nature of the Sentencing Guidelines, the Court found “no relevant distinction between the sentence imposed pursuant to the Washington statutes in Blakely and the sentences imposed pursuant to the Federal Sentencing Guidelines” in the cases before the Court. Id. at 751. Accordingly, reaffirming its holding

in Appendi, the Court concluded that

[a]ny fact (other than a prior conviction) which is necessary to support a sentence exceeding the maximum authorized by the facts established by a plea of guilty or a jury verdict must be admitted by the defendant or proved to a jury beyond a reasonable doubt. Id. at 756.

Based on this conclusion, the Court further found those provisions of the federal Sentencing Reform Act of 1984 that make the Guidelines mandatory, 18 U.S.C. § 3553(b)(1) or which rely upon the Guideline's mandatory nature, 18 U.S.C. § 3742(e), incompatible with its Sixth Amendment holding. Booker, 125 S. Ct. at 756. Accordingly, the Court severed and excised those provisions, "mak[ing] the Guidelines effectively advisory." Id. at 757.

Instead of being bound by the Sentencing Guidelines, the Sentencing Reform Act, as revised by Booker, requires a sentencing court to consider Guidelines ranges, see 18 U.S.C.A. § 3553(a)(4) (Supp.2004), but it permits the court to tailor the sentence in light of other statutory concerns as well, see § 3553(a). Booker, 125 S. Ct. at 757. Thus, under Booker, sentencing courts must treat the guidelines as just one of a number of sentencing factors set forth in 18 U.S.C. § 3553(a).

The primary directive in Section 3553(a) is for sentencing courts to "impose a sentence sufficient, but not greater than necessary, to comply with the purposes

set forth in paragraph 2.” Section 3553(a)(2) states that such purposes are:

- (A) to reflect the seriousness of the offense, to promote respect for the law, and to provide just punishment for the offense;
- (B) to afford adequate deterrence to criminal conduct;
- (C) to protect the public from further crimes of the defendant; and
- (D) to provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner.

In determining the minimally sufficient sentence, § 3553(a) further directs sentencing courts to consider the following factors:

- 1) “the nature and circumstances of the offense and the history and characteristics of the defendant” (§ 3553(a)(1);
- 2) “the kinds of sentences available” (§ 3553(a)(3);
- 3) “the need to avoid unwarranted sentence disparities among defendants with similar records who have been found guilty of similar conduct” (§ 3553(a)(6); and
- 4) “the need to provide restitution to any victims of the offense.” (§ 3553(a)(7).

Other statutory sections also give the district court direction in sentencing.

Under 18 U.S.C. § 3582, imposition of a term of imprisonment is subject to the following limitation: in determining whether and to what extent imprisonment is appropriate based on the Section 3553(a) factors, the judge is required to “recogniz[e] that imprisonment is *not* an appropriate means of promoting correction and rehabilitation” (emphasis added).

Under 18 U.S.C. § 3661, “*no limitation* shall be placed on the information concerning the background, character, and conduct of [the defendant] which a court of the United States may receive and consider for the purpose of imposing an appropriate sentence” (emphasis added). This statutory language certainly overrides the (now-

advisory) policy statements in Part H of the sentencing guidelines, which list as “not ordinarily relevant” to sentencing a variety of factors such as the defendant’s age, educational and vocational skills, mental and emotional conditions, drug or alcohol dependence, and lack of guidance as a youth. *See* U.S.S.G. § 5H1. *See also* United States v. Nellum, 2005 WL 300073, 2005 U.S. Dist. LEXIS 1568 (N.D. Ind. Feb. 3, 2005) (Simon, J.) (taking into account fact that defendant, who was 57 at sentencing, would upon his release from prison have a very low likelihood of recidivism since recidivism reduces with age; citing Report of the U.S. Sentencing Commission, *Measuring Recidivism: the Criminal History Computation of the Federal Sentencing Guidelines*, May 2004); United States v. Naylor, 359 F. Supp. 2d 521 (W.D. Va. 2005) (concluding that sentence below career offender guideline range was reasonable in part because of defendant’s youth when he committed his predicate offenses – he was 17 – and noting that in Roper v. Simmons, 125 S. Ct. 1183, 1194-96 (2005), the Supreme Court found significant differences in moral responsibility for crime between adults and juveniles).

The directives of Booker and § 3553(a) make clear that courts may no longer uncritically apply the guidelines. Such an approach would be “inconsistent with the holdings of the merits majority in Booker, rejecting mandatory guideline sentences based on judicial fact-finding, and the remedial majority in Booker, directing courts to consider all of the § 3553(a) factors, many of which the guidelines either reject or ignore.” United States v. Ranum, 353 F. Supp. 2d 984, 985-86 (E.D. Wisc. Jan. 19, 2005). As another district court judge has correctly observed, any approach which automatically gives “heavy” weight to the guideline range “comes perilously close to the mandatory regime found to be constitutionally infirm in Booker.” United States v. Jaber, 362 F. Supp. 2d

365 (D. Mass. 2005). See also United States v. Ameline, 400 F.3d 646, 655-56 (9th Cir. Feb. 9, 2005) (advisory guideline range is “only one of many factors that a sentencing judge must consider in determining an appropriate individualized sentence”), reh’g en banc granted, 401 F.3d 1007 (9th Cir. 2005).

Justice Scalia explains the point well in his dissent from Booker’s remedial holding:

Thus, logic compels the conclusion that the sentencing judge, after considering the recited factors (including the guidelines), has full discretion, as full as what he possessed before the Act was passed, to sentence anywhere within the statutory range. If the majority thought otherwise – if it thought the Guidelines not only had to be ‘considered’ (as the amputated statute requires) but had generally to be followed – its opinion would surely say so. Booker, 125 S. Ct. at 791 (Scalia, J., dissenting in part).

Likewise, if the remedial majority thought the guidelines had to be given “heavy weight,” its opinion would have said so. The remedial majority clearly understood that giving any special weight to the guideline range relative to the other Section 3553(a) factors would violate the Sixth Amendment.

In sum, in every case, a sentencing court must now consider all of the § 3553(a) factors, not just the guidelines, in determining a sentence that is sufficient but not greater than necessary to meet the goals of sentencing. And where the guidelines conflict with other sentencing factors set forth in § 3553(a), these statutory sentencing factors should generally trump the guidelines. See, United States v. Denardi, 892 F.2d 269, 276-77 (3d Cir. 1989) (Becker, J, concurring in part, dissenting in part) (arguing that since § 3553(a)

requires sentence be no greater than necessary to meet four purposes of sentencing, imposition of sentence greater than necessary to meet those purposes violates statute and is reversible, even if within guideline range).

**APPLICATION OF THE STATUTORY SENTENCING FACTORS TO THE
FACTS OF THIS CASE**

In the present case, the following factors must be considered when determining what type and length of sentence is sufficient, but not greater than necessary, to satisfy the purposes of sentencing:

1. The Nature and Circumstances of the Offense and the History and Characteristics of the Offender:

The nature and circumstances of the instant offense are intrinsically tied to the history and characteristics of Jabak. Therefore, for the purpose of this memorandum, the two will be discussed in conjunction with one another.

Jabak grew up the youngest of three children in worn torn Beirut, Lebanon. As the PSR states, he lived in constant fear, constantly wondering if he was going to survive the violence and live long enough to get married. He has vivid, enduring and lasting childhood memories of the death and destruction that surrounded and enveloped him on a daily basis.

Jabak immigrated to the United States in May of 1998. He possesses an Alien Registration Number and is legally residing in the United States as a Permanent Resident. Additionally, it should be noted that he had long ago applied for citizenship. However, it

seems that the instant action had resulted in an administrative hold being placed on his application.

Upon entering the United States he was married to Rhonda Bertram. He had previously met Ms. Bertram through his current sister – in – law, Liberty Jabak, while she was on vacation in Lebanon. Unfortunately, the marriage ended in divorced and Jabak ultimately moved to Massachusetts where he resided with his brother Ali Jabak and his wife, Liberty, in Woburn.

Like any other individual the world over Jabak had applied for and received a number of credit cards. Through his employment earnings Jabak was able to purchase numerous items on credit and subsequently pay the various monthly charges as they became due.

Upon his arrival in Massachusetts in 2002, a relative suggested to him that he consult a psychiatrist to address the mental and emotional trauma that had been affecting him for years. Jabak was hesitant for some time, but ultimately was referred to Dr. Goldfinch by his then primary care physician. See, Psychological report of Dr. Goldfinch attached hereto as Exhibit A.

It should be noted that the instant offense took place in the months of April and May of 2002. It was during this time that Jabak was untreated and suffering from depression. Dr. Goldfinch opines that Jabak found himself very unprepared for life in the United States. Additionally, he struggled with the need to prove himself to his family in Lebanon and make up for the deprivation of his childhood.

Jabak began to gamble in the hope that he would achieve that big win and make up for the many losses in his life. As Dr. Goldfinch states “his gambling was linked to his

belief that that important issues in life are ruled by chance, and that his time must come". Jabak wanted, in the worst way, to show his family and friends that he was making a success of himself in the United States. The only way he knew how to impress his family and friends was with gifts and travel. Conversely, the only way he was able to obtain the gifts and travel was through credit cards. Thus began the spiral of overwhelming credit card debt and his eventual appearance before the Bankruptcy Court.

In or about January of 2003, Jabak met with a general practice attorney in Lawrence, MA and engaged the attorney to represent him in a voluntary Chapter 7. When it was brought to his attention that issues had arisen as to the accuracy of the schedules in the Chapter 7, Jabak sought out the advice of a former trustee in the bankruptcy court now in private practice. This led to Jabak filing a Chapter 13, in which he amended the schedules to list numerous assets that had been omitted from the schedules in the Chapter 7. Under the current Chapter 13 plan, Jabak is required to repay his creditors approximately \$395.00 dollars per month. Jabak has been compliance with his payment plan and is current on his payments to the Chapter 13 Trustee. See, attached Exhibit B.

2. The Kinds of Sentences Available:

In Booker, the Supreme Court severed and excised 18 U.S.C. § 3553(b), the portion of the federal sentencing statute that made it mandatory for courts to sentence within a particular sentencing guidelines range. Booker, 125 S. Ct. at 756. Since the guidelines are now advisory, the sentencing table and restrictions on probationary sentences, sentences of home confinement and split sentences in U.S.S.G. 5A, 5B1 and

5C1 are also advisory. Likewise, supervised release is no longer mandatory unless required by statute. The only restrictions on sentencing are those imposed by statute. Thus, unless a mandatory minimum statute applies, probation is available for all but Class A and B felonies under 18 U.S.C. 3561 (a). To receive a sentence of probation, Jabak does not have to come within Zones A or B on the sentencing guidelines table and to receive a split sentence of imprisonment and home or community confinement Jabak does not have to come within Zone C.

Where, as here, Jabak arguably falls within Zone D, this Court has the authority to impose a sentence that ranges anywhere from probation to home confinement, community confinement, or any combination thereof. In U.S. v. Anderson, 365 F. Supp. 2d 67 (D. Me. 2005) the court determined that an 18 month sentence, which was within Zone D in the guidelines, was appropriate. But considering the defendants background, the court concluded that 18 months of imprisonment would be greater than necessary to meet the goals of sentencing, and for this reason, made use of the Zone C split sentence device to impose a sentence of 9 months in prison and nine months home confinement.

3. The Sentencing Range Established by the Sentencing Commission:

Jabak takes the position that the correct guideline range begins with a Base Offense Level of 6, see, 2B1.1(a). As the loss is greater than \$70,000 but less than 120,000, the Base Offense Level would be increased by 8. Additionally, as the instant offense involved 10 or more victims (credit card companies), per 2B1.1(b)(2)(A), the

offense level is increased by an additional 2 levels. Likewise, pursuant to 2B1(b)(7)(B), the offense level is increased by 2 levels as the offense involved a misrepresentation during the course of a bankruptcy proceeding.

However, a 3 level reduction should be applied pursuant to 3E1.1(a) and (b) for acceptance of responsibility. Therefore, the total offense level is 15. Accordingly, with a Criminal History Category of I, Jabak has a guideline sentence in Zone D of 18 – 24 months.

We believe that based upon the information contained in the PSR and the within memorandum, the guideline range does not adequately reflect Jabak's conduct, personal history, medical condition, mental state, ect. In U.S. v. Ranum, 353 F. Supp. 2d 984 (E.D. Wis. 2005) the Court noted that the remedial majority in Booker directs courts to consider all the 3553(a) factors, many of which the guidelines either reject or ignore. The Court reasoned that while courts must seriously consider the guidelines and give reasons for sentences outside the range, in so doing courts should not follow the old departure methodology. Id at. 986 – 87.

4. The Need To Avoid Unwarranted Disparities:

The guidelines were intended to reduce unwarranted sentencing disparity across the country between similarly situated defendants. In the instant matter, Jabak is not charged with any co – defendants and any sentence is overwhelmingly driven by the perceived monetary loss attributable to his actions.

This Circuit has noted the need to avoid unwarranted sentencing disparities

between federal and state court sentences in similar cases. U.S. v. Wilkerson, 411 F. 3d 1 (1st Cir. 2005). Given this Courts extensive experience fashioning sentences in a wide variety of criminal cases, we believe that the more reasonable approach would be to equate the instant matter to a simple larceny profoundly influenced by a deep sense of depression and cultural history. What takes this case from the heartland is that Jabak has, long ago, taken responsibility for his actions and has begun the process of repaying his creditors. He has done this for a number of years. All the while knowing that his actions may prevent him from obtaining a discharge in the Bankruptcy Court and ultimately could lead to his deportation back to Lebanon.

5. The need to provide restitution to any victims of the offense:

At bar, Jabak continues to repay his creditors through his Chapter 13 plan. We believe that a probationary sentence, or alternatively, a short prison sentence will allow Jabak to get back to work quickly and continue making his restitution payments via the Chapter 13. Reducing a sentence of imprisonment in matters such as this is well within the realm of sentencing options. In U.S. v. Peterson, 363 F. Supp. 2d 1062 (E.D. Wis. 2005) the defendant was faced with a guideline range was 12 – 18 months. However, the court noted that a sentence of imprisonment would have caused the defendant to lose his job and would have impaired his ability to pay restitution. For this reason, the court imposed a sentence of one day in prison followed by five years of supervised release, with a condition that the first half year be in a community correction center and the second half year be on home confinement, both with work release privileges. The court noted that the sentence confined the defendant for

12 months – the low end of the guideline range – while still permitting him to work and pay restitution. This is a clear example of the application of the 3553(a) factors so as to fashion a sentence no greater than necessary to meet the goals of sentencing.

PROPOSED “STATEMENT OF REASONS PURSUANT TO 18 U.S.C. 3553 (c)”
FOR SENTENCE BELOW GUIDELINE RANGE

- The monetary loss was more than \$70,000 but less than \$120,000.
- Jabak has accepted responsibility for his actions and continues to repay his creditors in a timely manner consistent with his responsibilities under his Chapter 13 plan.
- Requests for victim impact statements have been forwarded to all of the credit card companies, but no victim impact statements have been received.
- Jabak has no convictions and there are zero criminal history points.
- Jabak grew up in Beirut, Lebanon during its civil war. His life included checkpoints, suicide bomb attacks, and a constant fear of death.
- Jabak and his family struggled financially.
- Jabak suffered additional emotional trauma as more fully set forth in the PSR.
- Jabak’s father underwent heart surgery. The surgery was paid for, in part, by Jabak’s cousin. Jabak felt that he had to repay his cousin for assisting his father in his time of need. Jabak purchased numerous plane tickets for his cousin through the only means available to him at the time, his credit card.
- As a result of his childhood, Jabak suffers from depression and Post Traumatic Stress Disorder for which he receives individual psychotherapy and is prescribed Prozac.
- Jabak does not have insurance. However, the medical records indicate that his commitment to his sessions is very strong, particularly as he pays the expense out of pocket and travels nearly two hours to attend the sessions.
- Jabak’s response to treatment is good and the prognosis is promising.
- In or about February of 2005, while not able to afford the uninsured cost of Prozac,

Jabak attempted to commit suicide.

- During the instant offense Jabak purchased many lottery tickets and traveled to Foxwoods Casino. While gambling, Jabak had the sensation that he was winning.
- The spending of significant sums of money on lottery tickets as well as purchasing gifts for family and friends has an ostentatious sensation associated to it that is deeply rooted in his childhood deprivation.
- 3553(a) requires that any sentence be no greater than necessary to meet the four purposes of sentencing.
- This Court has the authority to impose a sentence that ranges anywhere from probation to home confinement, community confinement, or any combination thereof.

CONCLUSION

For the foregoing reasons, Mohamed Jabak respectfully submits that a sentence of 18 months home confinement, with strict work release privileges, is sufficient, but not greater than necessary, to comply with the statutory directives set forth in 18 U.S.C. § 3553(a).

RECOMMENDATION OF FORT DEVENS

Jabak requests that should the Court sentence him to a term of incarceration, the Court recommend that said incarceration be served at Fort Devens so that his family can visit him as regularly as possible and he can continue with his medical treatment.

Respectfully submitted,
Mohamed Jabak,
By his attorney,

/S/ Neil F. Faigel
Neil F. Faigel
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Dated: January 26, 2006

EXHIBIT A

**James Lee Goldfinch, PhD
Clinical Psychologist**

60 Island Street---Lawrence, MA 01840
Phone 978-691-5561 Fax 978-688-6373

December 19, 2005

**Psychological Report
Mohamed Jabak, DOB 07/17/1975**

Report prepared with the permission of Mohamed Jabak, at the request of his attorney, Neil Faigel, for the Federal Court, in order to present a more complete picture of Mohamed Jabak for his upcoming sentencing on charges of mail and bankruptcy fraud.

Summary: Mohamed is a 30-year-old single Lebanese man, with no children, who immigrated to this country in 1998. He lives and works with family members here. Mohamed entered therapy to deal with anxiety and depression related to his traumatic history in Lebanon during that country's civil war in the, 1975-1991, and to financial and legal problems in the U.S. He has made very significant progress in therapy and is now more stable, more determined and committed to dealing with his legal and financial issues as best as he can in order to make a better life for himself his family here and in Lebanon.

History: Mohamed was born in Beirut, Lebanon, to his father's second wife. He has two siblings. The Lebanese Civil War and the invasion by Israel marked his childhood. His earliest memories are of the constant threat of bombardment by planes, the sounds of artillery and gunfire, and the virtual impoundment in his home caused by these dangers. He was able to attend and complete primary and middle school, but otherwise was confined to his home. He has specific and vivid memories of this time which include witnessing the bombing of a neighbor's house, and seeing the destruction and death caused by this. He also recalls a time when his family was forced to flee Beirut, during the invasion by Israel in 1982, and traveled through very dangerous areas, seeing the evidence of battles, to a village in the mountains where his family had connections.

During this period Mohamed was also victimized by a sexual predator, and was never able to deal with this until recently.

After two years living in the mountains, separated from his father, who had stayed in Beirut, Mohamed returned with his family to Beirut. Since early childhood, he describes feeling very close to his father's first wife, a respected and beloved presence in his family, a woman who had gone on a Hajj to Mecca, and thus honored by her family. It was for her, he says, that he worked to find a way in life, and it was with her that he felt most understood and loved. Mohamed, at 16, was with her when she was struck by a heart attack, and died before she was able to reach medical care. He has carried a tremendous amount of guilt and grief over this since that time.

Mohamed was inducted into the Lebanese Army and served without pay, as was the custom, for one year. Over the next few years, Mohamed began to work and planned his immigration. He was struggling with increasing depression during this period. When he arrived in the United States, he was determined to succeed and find a way to make his life better. He had intense regret and a sense of loss over his childhood and the limited life he had been able to live as a boy and young man. He describes feeling very hopeful about immigrating, but found himself very unprepared and he struggled with the need to prove himself to his family in Lebanon, with the need to make up for his deprivation as a child, and with the difficulty of life in this country.

During this period he began to gamble, hoping that he could win a large amount of money and thus make up for his many losses in life. In his early life he had witnessed the capricious nature of fate, and his gambling was linked to his belief that important issues in life are ruled by chance, and that his time must come. This belief also drove him to seek credit. He wanted to be able to gamble, in the intense belief that he could soon win, and he wanted to be able to show his family, with gifts, and with travel, that he was making a success. He soon was overwhelmed with debt and was forced to face failure. Mohamed entered therapy soon after this.

Therapy: Mohamed sought help after a referral by his then primary care physician, Ann Spires, M.D. He had begun antidepressant and anxiolytic medication that she prescribed, but was deeply depressed and having panic attacks. He also had recurrent nightmares with images of destruction by nuclear explosion and flooding, and was struggling with intense fear at night. He would awake but be unable to move, and feel intense panic. In therapy, over the next five months, Mohamed began to articulate his memories and to work through the intense affect stored since his early childhood. This working through process, along with the medication, helped him to gain some measure of calm. He began a process of bankruptcy, and was beginning to deal with the mess he had made. He felt intense shame at this point, but was increasingly determined to do what he needed to do in order to correct his mistakes. He also had stopped gambling.

Mohamed was offered a job in Ludlow, MA, working with his brother. He could make more money, which he needed to do, as he had a payment plan through the bankruptcy court. He feared relapsing in his gambling, as the job was at a filling station and convenience store that sold lottery tickets, but eventually decided to go. At this point, sessions stopped for a period, as the trip was too long.

Mohamed began to attend therapy on a more regular basis, despite, the travel and time required, in August of 2004. He had become more depressed and pressures from his family in Lebanon had increased, as his mother was very ill and his father was also not in good health. He had not continued his medication, having no source in Ludlow.

(Mohamed has not had any insurance coverage for his treatment, and has paid of his sessions and his medication).

Since he returned, he has commuted on a biweekly basis, and has resumed working very well on his depression and anxiety. His medication, an antidepressant, is now prescribed by Dr Campos, at the Greater Lawrence Family Health Center. He has had to deal with his legal problems, but has said that he is determined to do what he must, that he wishes to get through this period if he can, so that he can resume his life.

Prognosis: Mohamed has made very significant progress in the past two years. He has begun talking about plans for the future, would like to be able to study and work, and is committed to finishing his payment plan to the court and working to achieve a better life for himself. His depression and anxiety are still present, but in much better control, and he is significantly stronger and more mature. If he has the opportunity to do so, he is likely to be able to do very well.

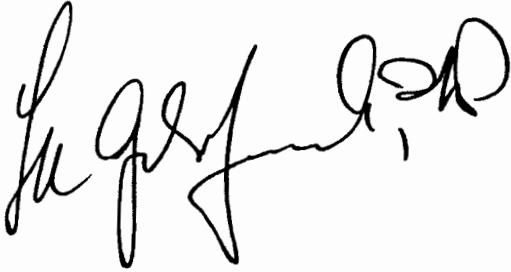
A handwritten signature in black ink, appearing to read "L. J. [unclear]". The signature is written in a cursive, flowing style with a large initial "L" and a distinct "J".

EXHIBIT B

JABAR, MOHAMED N 6 OAK MEADOW METHUEN, MA 01844	SS# 364-23-0544	SS#	PERIOD COVERED THIS REPORT: 10-22-2004 TO 03-25-2005	DATE FILED: LATEST 341: ORIGINAL 341: CONFIRMED:	01/21/03 08/15/03 08/15/03 07/30/03	UNSECURED PAID AT BASE AMOUNT PLAN UNSECURED MONTHLY BASE	10.0000% \$16,195.00 NONE NONE	LASTED #. U46UJ5U PRINTED #. 03-40350-JBR
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04 12		11/29/03		71426		395.00				Receipt															
05 03		12/29/03		23337		395.00				Receipt															
05 02		01/31/04		60971		395.00				Receipt															
05 03		03/03/04		23746		395.00				Receipt															
CLAIM REF		CREDITORS NAME		ACCUMULATED AMT SECURED (0)		COB HOLDING DATE		FIXED PAYMENT		INTEREST		CLAIMED (PAY %)		PRIN PAID INT PAID		PRIN DUE INT DUE		CREDITOR DISBURSEMENTS: P/Prewrite, C/Cancel, R/Return, I/Xtr In, O/Out, */Last							
001 5		3 AMERICAN EXPRESS TRAVE		33		PR						37,184.24		1,024.40		2,694.02		0412 417391 140.54 0501 418769 135.82 0502 420275 135.82							
002 6		3 AMERICAN EXPRESS CENTU		33		PR						1,520.11		41.88		110.13		0503 421781 135.82 0501 418745 11.29 0503 421754 11.11							
003 7		3 ARROW FINANCIAL SVCIC		33		PR						7,321.75		201.71		530.47		0412 417444 27.67 0501 418809 26.74 0502 420311 26.74							
004 8		3 ECST SETTLEMENT CORP.		33		PR						8,402.72		231.49		608.78		0503 421818 26.74 0501 419209 30.70 0502 420693 30.70							
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008 1		3 STEPHEN W. WIGHT, ESQ.		24		PR						1,810.29		49.87		131.16		0501 418923 13.45 0503 421929 13.22							
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010 3		3 LONGS JEWELERS, LTD		33		PR						8,633.15		237.84		625.48		0412 418144 32.62 0501 419628 31.52 0502 421116 31.52							
011 14		3 AGOTES		33		PR						1,021.10		24.40		77.71		0503 422646 31.53 0502 421103 11.32							
012 3		3 CAPITAL ONE FINANCIAL		33		PR						5,735.66		158.01		415.56		0412 418469 21.67 0501 419955 20.95 0502 421463 20.95							
013 3		3 CARD SERVICE CENTER		33		PR						988.83		23.63		75.25		0503 422980 10.96 0502 421463 10.96							
014 18		3 MANUFACTURER & TRADERS		33		PR						4,964.31		136.76		359.67		0412 417457 18.75 0501 418824 18.14 0502 420325 18.14							
015 3		3 LORD & TAYLOR		33		PR																			
016 3		3 SHERMAN ACQUISITION LP		33		PR																			
017 3		3 DISCOVER		33		PR																			
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BALANCES STILL DUE		SECURED (CLASS 1)		PRIORITY (CLASS 2 & 4)		UNSECURED (CLASS 3,5,6,7,8)		ATTORNEY (CLASS 9)		EST. INT. DUE ALL CLASSES		EST. UNPAID TRUSTEE COMP		EST. UNPAID TRUSTEE EXP		NEEDED TO COMPLETE BASE		NEEDED TO COMPLETE CLAIMS		EST PAYOFF LEFT					

JANAR, REJANAR, N
6 OAK MEADOW
METHUEN, MA 01844

SS# 364-23-0544

MAIL SS#

400.00 MONTHLY

08-01-2003 TO

PERIOD COVERED THIS REPORT
04-25-2003 TO 09-30-2003

DATE FILED: 01/21/03
LATEST 341: 08/15/03
ORIGINAL 341: 08/15/03
CONFIRMED: NONE

UNSECURED PAID AT 0.00004
BASE AMOUNT \$16,400.00
PLAN UNSECURED MONTHLY BASE

CASE #: 0340350
PRINTED #: 03-40350-JBR

Case 1:05-cr-10174-RWZ Document 9-3 Filed 01/27/2006 Page 5 of 11

08-01-2003 TO 400.00 MONTHLY										Case 1:05-cr-10174-RWZ Document 9-3 Filed 01/27/2006 Page 5 of 11									
PLAN PAYMENTS										PLAN RECEIPTS									
CLAIM REF	PERIOD	TRANS DATE	SOURCE	FUNDS IN	FUNDS OUT	TRANS TYPE	PERIOD	TRANS DATE	SOURCE	FUNDS IN	FUNDS OUT	TRANS TYPE	COMP %	EXP %	DELINQUENT	MIN BALANCE			
	03 06	06/26/03	MO 90880	400.00		Receipt							5.00	5.00	0	9,999,999.11			
	03 07	07/22/03	MO 61196	400.00		Receipt													
	03 08	08/25/03	MO 72876	400.00		Receipt													
	03 09	09/23/03	MO 29000	400.00		Receipt													
CLAIM REF	ES	CS	CREDITORS NAME	ACCUM @ 12 MONTHS	AMT SCHEN'G LIMIT (\$)	FIXED PAYMENT	INTEREST	CLAIMED (PAY %)	PRIN PAID INT PAID	PRIN DUE INT DUE	CREDITOR DISBURSEMENTS: P/Prewrite, C/Cancel, R/Return, I/Xtr In, D/Out, *Last								
001	5	AC	3 AMERICAN EXPRESS TRAVE	33	PR			37,184.24	0.00	0.00	MO CHECK #	AMOUNT	MO CHECK #	AMOUNT	MO CHECK #	AMOUNT			
002	3	AC	3 AMERICAN EXPRESS CENTU	33	PR			1,520.11	0.00	0.00									
003	6	AC	3 ARROW FINANCIAL SERVIC	33	PR			7,321.75	0.00	0.00									
004	7	AC	3 CHASE MANHATTAN BANK U	33	PR			8,402.72	0.00	0.00									
005	8	AC	3 SEARS, ROEBUCK & CO.	33	PR			1,400.71	0.00	0.00									
006	9	AC	9 STEPHEN W. WIGHT, ESQ.	13	PR			0.00	0.00	0.00									
777	4	PR	8 PRIOR COUNSEL	96	PR			Continuing	0.00	Continuing									
799	1	IC	10 JEFFREY A. KITAREFF, ES	13	PR			0.00	0.00	0.00									
881	2	PR	7 DENISE M. PAPPALARDO	11	PR			0.00	0.00	0.00									
F1	3	PR	7 DENISE M. PAPPALARDO	11	PR			0.00	0.00	0.00									
SUMMARY TO DATE	RECEIPTS TO DATE	RECEIPTS	FILED	FILED	FILED	FILED	FILED	FILED	FILED	FILED	FILED	FILED	FILED	FILED	FILED	FILED			
	1,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
BALANCES STILL DUE	SECURED (CLASS 1)	PRIORITY (CLASS 2 & 4)	UNSECURED (CLASS 3, 5, 6, 7, 8)	ADMINISTRATIVE (CLASS A)	ATTORNEY (CLASS 9)	EST. INT. DUE ALL CLASSES	EST. UNPAID TRUSTEE COMP	EST. UNPAID TRUSTEE EXP	NEEDED TO COMPLETE BASE	NEEDED TO COMPLETE CLAIMS	UNALLOTTED FUNDS	FUNDS ON HAND	EST PAYOFF LEFT						
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,800.00	-1,600.00	1,600.00	1,600.00	0						

JABAK, MORGANED W 6 OAK MEADOW METHUEN, MA 01844	<table border="1"> <tr> <td>PERIOD COVERED THIS REPORT 10-24-2003 TO 03-26-2004</td> <td>DATE FILED: 01/21/03 LATEST 341: 08/15/03 ORIGINAL 341: 08/15/03 CONFIRMED: 07/30/03</td> <td>UNSECURED PAID AT BASE AMOUNT PLAN UNSECURED MONTHLY BASE</td> <td>10.00000 \$16,195.00 NONE NONE</td> <td>CASE # : 0340350 PRINTED # : 03-40350-JBR</td> </tr> <tr> <td>TRUSTEE Denise M. Pappalardo</td> <td>3C</td> <td></td> <td></td> <td></td> </tr> </table>	PERIOD COVERED THIS REPORT 10-24-2003 TO 03-26-2004	DATE FILED: 01/21/03 LATEST 341: 08/15/03 ORIGINAL 341: 08/15/03 CONFIRMED: 07/30/03	UNSECURED PAID AT BASE AMOUNT PLAN UNSECURED MONTHLY BASE	10.00000 \$16,195.00 NONE NONE	CASE # : 0340350 PRINTED # : 03-40350-JBR	TRUSTEE Denise M. Pappalardo	3C			
PERIOD COVERED THIS REPORT 10-24-2003 TO 03-26-2004	DATE FILED: 01/21/03 LATEST 341: 08/15/03 ORIGINAL 341: 08/15/03 CONFIRMED: 07/30/03	UNSECURED PAID AT BASE AMOUNT PLAN UNSECURED MONTHLY BASE	10.00000 \$16,195.00 NONE NONE	CASE # : 0340350 PRINTED # : 03-40350-JBR							
TRUSTEE Denise M. Pappalardo	3C										
88# 364-23-0544	88#										

[illegible]

JABAK, MOHAMED N
6 OAK MEADOW
METHUEN, MA 01844

SS# 364-23-0544

NR# SS#

PERIOD COVERED THIS REPORT
10-22-2004 TO 03-25-2005

DATE FILED:
LATEST 341:
ORIGINAL 341:
CONFIRMED:

01/21/03 UNSECURED PAID AT
08/15/03 BASE AMOUNT
08/15/03 PLAN UNSECURED
07/30/03 MONTHLY BASE

10,000.00
\$16,195.00
NONE
NONE

PRINTED # 03-40350-JBR

Case 1:05-cr-10174-RWZ Document 9-3 Filed 01/27/2006 Page 7 of 11

PLAN PAYMENTS		Period		Trans Date		Source		Pends In		Pends Out		Trans Type		Period		Tran Date		Source		Funds In		Funds Out		COMP %		MIN BALANCE	
																								EXP %		DELINQUENT	
PLAN RECEIPTS		Period		Trans Date		Source		Pends In		Pends Out		Trans Type		Period		Tran Date		Source		Funds In		Funds Out					
CLAIM REF	CLASS	CREDITORS NAME	ACCUM. AMT. (Limit)	PAID METHOD	FIXED PAYMENT	INTEREST	CLAIMED (PAY %)	PRIN PAID	INT PAID	PRIN DUE	INT DUE	CREDITOR DISBURSEMENTS:		MO CHECK #		AMOUNT		MO CHECK #		AMOUNT		MO CHECK #		AMOUNT			
015	3	B-LINE, LLC	33	PR			2,216.32	61.06		160.57		0501 418841	16.47	0503 421851	16.19												
19	3	B-LINE, LLC	33	PR			2,623.98	72.29		190.11		0501 418841	19.50	0503 421851	19.17												
016	3	B-LINE, LLC	33	PR			12,041.20	331.73		872.39		0412 417470	45.50	0501 418841	43.98	0502 420345	43.98										
017	3	B-LINE, LLC	33	PR			Continuing	0.00		Continuing		0503 421851	43.98														
21	8	DEBTOR	96	PR			0.00	0.00		0.00																	
777	1	JEFFREY A. KITAEFF, ES	13	PR			0.00	0.00		0.00																	
799	9	SUCCESSOR COUNSEL	11	PR			0.00	0.00		0.00																	
881	7	DENISE M. PAPPALARDO	11	PR			0.00	0.00		0.00																	
F1	2	DENISE M. PAPPALARDO	11	PR			0.00	0.00		0.00																	
	7																										
	3																										
SUMMARY TO DATE		RECEIPTS TO DATE	8,325.00	REFUND RECEIPTS	0.00	FILING FEES	0.00	CLIENT'S FEES	0.00	OTHER COSTS	0.00	TRUSTEE COMP	102.08	TRUSTEE EXP	102.08	DEBTOR ATTY	0.00	CREDITORS PRINCIPAL	2,673.89	CREDITORS INTEREST	0.00	REGUND CLOSING	0.00	UNALLOCATED FUNDS	5,446.95	FUNDS ON HAND	5,446.95
BALANCES STILL DUE		SECURED (CLASS 1)	4,885.94	PRIORITY (CLASS 2 & 4)	0.00	UNSECURED (CLASS 3, 5, 6, 7, 9)	7,058.57	ADMINISTRATIVE (CLASS A)	0.00	ATTORNEY (CLASS 8)	0.00	EST. INT. DUE ALL CLASSES	0.00	EST. UNPAID TRUSTEE COMP	663.60	EST. UNPAID TRUSTEE EXP	663.55	NEEDED TO COMPLETE BASE	7,870.00	NEEDED TO COMPLETE CLAIMS	7,824.71	EST PAYOFF LEFT	20				

PLAN PAYMENTS		PLAN RECEIPTS		CLAIM REF		CREDITORS NAME		ACCOUNTS RECEIVABLE		FIXED PAYMENT		INTEREST		CLAIMED (PAY %)		PRIN PAID INT PAID		PRIN DUE INT DUE		CREDITOR DISBURSEMENTS:		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS DISBURSEMENTS		CREDITORS 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PLAN PAYMENTS		EXP %	MIN BALANCE

[illegible]

Case 1:05-cr-10174-RWZ Document 93

CLAIM NUMBER	CREDITORS NAME	ACCOUNT # AMT SECURED LIMIT (\$)	PAY SEC METHOD	FIXED PAYMENT	INTEREST	CLAIMED (PAY %)	PRIN PAID INT PAID	PRIN DUE INT DUE	CREDITOR DISBURSEMENTS:				FUNDING				
									MO CHECK #	AMOUNT	MO CHECK #	AMOUNT	MO CHECK #	AMOUNT			
015	B-LINE, LLC	33	PR			2,216.32	147.62	74.01	0505	426185	16.19	0507	429111	16.19	0509	432438	54.18
19	B-LINE, LLC	33	PR			2,623.98	174.78	87.62	0505	426185	19.17	0507	429111	19.17	0509	432438	64.15
20	B-LINE, LLC	33	PR			12,041.20	802.02	402.10	0504	424559	43.98	0505	426185	43.98	0506	427657	44.00
21	B-LINE, LLC	33	PR			Continuing	0.00	Continuing	0507	429111	43.98	0508	430727	43.98	0509	432438	250.39
777	DEBTOR	96	PR														
1	JEFFREY A. KITAEFF, ES	13	PR			0.00	0.00	0.00									
999	SUCCESSOR COUNSEL	11	PR			0.00	0.00	0.00									
10	DENISE M. PAPPALARDO	11	PR			0.00	0.00	0.00									
861	DENISE M. PAPPALARDO	11	PR			0.00	0.00	0.00									
2	DENISE M. PAPPALARDO	11	PR														
F1																	
3																	
SUMMARY TO DATE		PAID 10,695.00	RECEIPTS TO DATE 10,695.00	REFUND RECEIPTS 0.00	FILING FEES 0.00	CLIENTS FEES 0.00	OTHER COSTS 0.00	TRUSTEE COMP 492.47	TRUSTEE EXP 492.47	DEBTOR ATTY 0.00	CREDITORS PRINCIPAL 9,700.06	CREDITORS INTEREST 0.00	REFUND CLOSING 0.00	BALANCE 10.00	FUNDS ON HAND 10.00		
BALANCES (CLASS 1)		SECURED (CLASS 1)	PRIORITY (CLASS 2 & 4)	UNSECURED (CLASS 3,5,6,7,8)	ADMINISTRATIVE (CLASS A)	ATTORNEY (CLASS 9)	EST. INT. DUE ALL CLASSES	EST. UNPAID TRUSTEE COMP	EST. UNPAID TRUSTEE EXP	NEEDED TO COMPLETE BASE	NEEDED TO COMPLETE CLAIMS	EST PAYOFF LEFT					
STILL DUE		1,668.35	0.00	3,249.99	0.00	0.00	0.00	273.28	273.22	5,500.00	5,454.84	14					

Case Summary

01/26/2006

Payoff Projection for Case Number	0340350
Current Monthly Payment	395.00
Base Amount	16,195.00
Interest In Arrears	0.00
Interest Due Next Month	0.00
Trustee Fees Paid	1,095.84
Total Allowed Debt	14,618.40
Net Receipts	12,275.00
Total Disbursed	11,840.56
Total Interest Paid	0.00
Paid Direct	0.00
Total Withheld	0.00
Total Undisbursed	434.44
Available Funds	434.44
Refunded To Debtor	0.00
Payoff Per Base	3,920.00
Needed To Complete Claims	3,850.59
Delinquent	0.00

Estimated Months left to Payoff case over the life of the case	10
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Receipts/Refunds For Debtor JABAK, MOHAMED - Case # 0340350

Date	Period	Transaction Type	Source	Check/MO#	Receipt	Refund	Batch
12/29/2005	2006 1	Receipt	MO	68149	395.00	0.00	00004885
11/29/2005	2005 12	Receipt	MO	26525	395.00	0.00	00004852
11/2/2005	2005 11	Receipt	MO	26239	395.00	0.00	00004828
10/3/2005	2005 10	Receipt	MO	26142	395.00	0.00	00004789
9/1/2005	2005 9	Receipt	MO	44528	395.00	0.00	00004744
8/11/2005	2005 8	Receipt	MO	49257	395.00	0.00	00004714
7/1/2005	2005 7	Receipt	MO	49237	395.00	0.00	00004669
6/7/2005	2005 6	Receipt	MO	09752	395.00	0.00	00004644
5/3/2005	2005 5	Receipt	MO	44118	395.00	0.00	00004601
3/30/2005	2005 4	Receipt	MO	43919	395.00	0.00	00004562
3/3/2005	2005 3	Receipt	MO	23746	395.00	0.00	00004531
1/31/2005	2005 2	Receipt	MO	60971	395.00	0.00	00004499
12/29/2004	2005 1	Receipt	MO	23337	395.00	0.00	00004460
11/29/2004	2004 12	Receipt	MO	71426	395.00	0.00	00004423
10/29/2004	2004 11	Receipt	MO	71271	395.00	0.00	00004387
9/28/2004	2004 9	Receipt	MO	71110	395.00	0.00	00004344
8/30/2004	2004 9	Receipt	MO	42562	395.00	0.00	00004314
7/29/2004	2004 8	Receipt	MO	56434	395.00	0.00	00004266
6/29/2004	2004 7	Receipt	MO	56415	395.00	0.00	00004232
5/27/2004	2004 5	Receipt	MO	85320	400.00	0.00	00004197
4/28/2004	2004 5	Receipt	MO	15788	395.00	0.00	00004166
3/24/2004	2004 3	Receipt	MO	15511	395.00	0.00	00004110
2/27/2004	2004 2	Receipt	MO	97704	395.00	0.00	00004076
1/26/2004	2004 2	Receipt	MO	07344	395.00	0.00	00004038
12/29/2003	2003 12	Receipt	MO	21504	395.00	0.00	00004005
12/2/2003	2003 12	Receipt	MO	42140	400.00	0.00	00003980
10/28/2003	2003 11	Receipt	MO	31578	395.00	0.00	00003941
9/23/2003	2003 9	Receipt	MO	29000	400.00	0.00	00003887
8/25/2003	2003 9	Receipt	MO	72876	400.00	0.00	00003850
7/22/2003	2003 7	Receipt	MO	61196	400.00	0.00	00003803
6/26/2003	2003 6	Receipt	MO	90880	400.00	0.00	00003774

Transactions Amount

Cost Receipts	31	12,275.00
NSF Backout	0	0.00
No Cost Receipts	0	0.00
NSF No Cost Backout	0	0.00
Refunds To Debtor	0	0.00
Transfers In	0	0.00
Transfers Out	0	0.00
Net Receipts	31	12,275.00